

TOWN OF DAVIE
TOWN COUNCIL AGENDA REPORT

TO: Mayor and Councilmembers

FROM/PHONE: Manny Diez, Director, Public Works and Capital Projects, 954-797-1245

PREPARED BY: Keith Pursell, Project Manager, Capital Projects, 954-797-1191

SUBJECT: Resolution
Project Name and Location: Emergency Generators for Essential
Town Facilities
Located at various site throughout the
Town

AFFECTED DISTRICT: Districts 2 & 4

ITEM REQUEST: **Schedule for Council Meeting**

TITLE OF AGENDA ITEM: CONTRACT - A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA, AUTHORIZING THE APPROPRIATE TOWN OFFICIALS TO EXECUTE A CONTRACT FOR THE INSTALLATION OF "EMERGENCY GENERATORS AT ESSENTIAL TOWN FACILITIES."

REPORT IN BRIEF: The Town Council approved the bid by Elite Construction, Inc. for the installation of "Emergency Generators at Essential Town Facilities" by Resolution. Upon Receipt of the approved resolution, the contractor was able to obtain the necessary insurance certificate, performance and payment bonds to be included in the contract documents. Five (5) copies of the contract are attached for signature by the appropriate town official.

PREVIOUS ACTIONS: None

CONCURRENCES: None

FISCAL IMPACT: Yes

Has request been budgeted? Yes

If yes, expected cost: \$ 499,999.50

Account name and number: DRI Generator: 011-1603-554-6400

If no, amount needed: \$

What account name and number will funds be appropriated from:

Additional Comments:

RECOMMENDATION(S): Motion to approve resolution

Attachment(s): Five (5) copies of the Construction Agreement

RESOLUTION _____

A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA,
AUTHORIZING THE APPROPRIATE TOWN OFFICIALS TO
EXECUTE A CONTRACT FOR THE INSTALLATION OF
"EMERGENCY GENERATORS AT ESSENTIAL TOWN
FACILITIES."

WHEREAS, the Town Council approved the bid award to Elite Construction, Inc.
for the installation of "Emergency Generators at Essential Town Facilities"; and

WHEREAS, it is in the Town's best interest to execute a contract for such
services; and

WHEREAS, after review, the Town Council authorizes the Mayor to execute
a contract with Elite Construction, Inc.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN
OF DAVIE, FLORIDA.

SECTION 1. The Town Council authorizes the Mayor to execute a contract
with Elite Construction, Inc. for the installation of the "Emergency Generators at
Essential Town Facilities" which is attached hereto and identified as Attachment
"A".

SECTION 2. The Town Council hereby approves the expenditure from DRI
Generator 011-1603-554-6400.

SECTION 3. This resolution shall take effect immediately upon its passage and
adoption.

PASSED AND ADOPTED THIS ____ DAY OF _____, 2010

MAYOR/COUNCILMEMBER

ATTEST:

TOWN CLERK

APPROVED THIS ____ DAY OF _____, 2010

**SECTION 00500
AGREEMENT**

THIS AGREEMENT, made and entered into on the _____ day of _____, 1, by and between the Town of Davie, Florida, hereinafter called the Owner, and Elite Construction, Inc. hereinafter called the Contractor.

WITNESSETH:

1. That the Contractor, for the consideration hereafter fully set out, hereby agree with the Owner as follows:

That the Contractor shall furnish all the materials, equipment and labor to perform all the work necessary to complete the Installation of Emergency Generators at Essential Town Facilities, for the Town of Davie, Florida, all in full and complete accordance to the following Specifications and Contract Documents, which are attached hereto and made a part thereof, as if fully contained herein;

Advertisement for Bids; Instructions to Bidders; General Conditions, Supplementary Conditions. Addenda, Construction Drawings and Specifications; the Proposal and acceptance thereof.
2. That the Contractor shall commence the work performed under this Agreement on the date specified in the Notice to Proceed order from the Owner and shall fully complete all work within one hundred twenty (120) calendar days from said date.
3. That the Owner hereby agrees to pay the Contractor for the faithful performance of this Agreement, subject to additions and deductions as provided in the Specifications or Proposal, in lawful money of the United States, the amount of Four Hundred Ninety Nine Thousand, Nine Hundred Ninety Nine Dollars & Fifty Cents. Dollars (\$ 499,999.50) based on the estimate quantities and unit, or lump sum prices contained herein.
4. That the Owner, within thirty (30) days from the day an Architect's approved Application for Payment is presented to him, pay the Contractor the amount approved by the Architect.
5. Partial payment shall be made on the basis of work performed during the preceding calendar month, less ten percent (10%) of the amount of such estimate, which is to be retained by the Owner until all work within a particular part has been performed strictly within accordance with this Agreement and until such work has been accepted by the Owner.
6. That upon submission by the Contractor of evidence satisfactory to the Owner that all payrolls, material bills, and other costs incurred by the Contractor in connection with the construction of the work have been paid in full, final payment on account of this Agreement shall be made within thirty (30) days after the completion by the Contractor of all work covered by this Agreement and the acceptance of such work by the Owner.
7. It is mutually agreed between the parties hereto that time is the essence of this Contract, and in the event the construction of the work is not completed within the time herein specified, it is agreed that from the compensation otherwise to be paid to the Contractor, the Owner may retain the sum of Five Hundred (\$500.00) Dollars per day for each calendar day thereafter, Sundays and Holidays included, that the work remains uncompleted, which sum shall represent the actual damages which the Owner will have sustained per day by the failure of the Contractor to complete the work within the time stipulated, and this sum is not a penalty, being the liquidated damages the Owner will have sustained in the event of such default by the Contractor.
8. It is further mutually agreed between the parties hereto that if, at any time after the execution of the Agreement and the Surety Bond hereto attached for its faithful performance and payment, the Owner shall deem the surety or sureties upon such bond to be unsatisfactory or if, for any reason, such bond ceases to be adequate to cover

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day first written above, in quintuplet (5) counterparts, each of which shall without proof or accounting for the other counterpart be deemed an original Contract.

Elite Construction, Inc.
CONTRACTOR

WITNESS:

BY [Signature]

[Signature]

President
TITLE

DATE: DEC-02-09

12-2-2009
12-2-2009
NOTARY PUBLIC STATE OF FLORIDA
Roy Henry Hall
Commission # DD813065
Expires: SEP. 24, 2012
BONDED THRU ATLANTIC BONDING CO., INC.

OWNER

Town of Davie, a Florida
Municipal Corporation

ATTEST:

RUSSELL MUNIZ
Town Clerk
(Seal)

JUDITH PAUL
Mayor

GARY SHIMUN
TOWN ADMINISTRATOR

APPROVED AS TO FORM AND
CORRECTNESS:

DATE: _____

JOHN C. RAYSON
Town Attorney
Town of Davie

Council Approved: _____
Date

Contract Amount: \$ 499,999.50

END OF DOCUMENT